

after delivery. Such disposal shall be in accordance with sound and generally accepted disposal methods, and in compliance with all applicable health and environmental laws and regulations.

9. That this Request is for the number of Fills and the total number of P2 Pigs stated in Section A(1) above, and that Cargill has no obligation to accept, in whole or in part, any future Requests from Producer.

10. To euthanize and properly dispose of all P2 Pigs which Producer may claim have no value.

**C. Purchase Price and Payment.**

1. The purchase price for all pigs sold and purchased under this Request shall be the price then published by Cargill for its PorkWorks P2 Pigs during the week immediately preceding the week the pigs are delivered, subject to any adjustments as stated in Section B above. If for any reason Cargill does not publish its PorkWorks P2 prices during any week prior to the week of delivery, the price of PorkWorks P2 Pigs shall be the last price published by Cargill.

2. Payment for all sums due by Producer to Cargill under this Request, including without limitation the purchase price for all pigs and feed sold by Cargill to Producer hereunder, is due upon receipt of Cargill's invoice, or, for sums due for the purchase of pigs, upon the signing of all receiving documents. All pig and feed payments shall be by Cargill's direct draw on Producer's bank account via the "automated clearing house or ACH" system or by such other payment method as Cargill may reasonably direct Producer. Producer agrees to provide all notices to its bank or other financial institutions, and to sign and deliver all authorizations, certificates and other documents necessary to establish an account which allows Cargill the right to make direct draws as contemplated by this Section C. In the event Cargill makes a draw on Producer's account but the account does not have sufficient funds to pay, or for any other reason Cargill is not able to make a direct draw for payment in full on Producer's account for purchases outstanding, Producer shall arrange for immediate payment to Cargill by certified or cashier's check or other wire transfer, as Cargill may reasonably instruct Producer. If Producer fails to make payment as required hereunder, Cargill may suspend future shipment of pigs (without downtime pay or other penalty) until Producer makes such payment and provides Cargill with adequate assurance that future payments will be made in a timely manner. In addition, any unpaid accounts shall bear interest at the rate of the lower of the then effective prime rate published under "Money Rates" by the Wall Street Journal plus two (2) percent per annum, or the maximum applicable lawful interest rate.

3. To secure payment due Cargill hereunder, Producer hereby grants Cargill a purchase money security interest in all pigs delivered pursuant to this Agreement.

**D. Pricing Matrix.**